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December 17, 2018

**VIA ECF**

Honorable Joel Schneider, U.S.M.J.  
United States District Court  
District of New Jersey  
Mitchell H. Cohen Courthouse  
4th & Cooper Streets  
Camden, NJ 08101

Re: Board of Trustees of the International Academy of Atlantic City Charter School v. SABIS Educational Systems, Inc., et al.  
Civil Action No.: 1:18-cv-11474-RMB-JS  
Our File No. 04910-31842

Dear Judge Schneider:

As Your Honor knows, this firm represents the Defendants in the above-referenced case. On behalf of Defendants, I am again unfortunately compelled to seek Your Honor's assistance in enforcing the Settlement Agreement and General Release ("Agreement") against Plaintiff. Notwithstanding Your Honor's order dated December 4, 2018, Plaintiff has not fulfilled its document production by December 10, 2018 as required by the Agreement and the Court's order. On December 11, 2018, the undersigned contacted Plaintiff's counsel, Louis Niedelman, Esq., to notify him that he is again deficient in his responses to Defendants, notwithstanding Defendants' multiple contacts to him and the Court to enforce same. However, Plaintiff has not rectified the deficiencies, which include omission of more than 500 pages of documents. Plaintiff is needlessly squandering counsel and the Court's time by intentionally forwarding either non-responsive documents or only partially responsive documents to the undersigned. Defendants have been more than patient, yet Plaintiff continues to purposely frustrate Defendants and withhold documents in violation of the Agreement.

By way of brief background, as Your Honor may recall, Defendants sought the Court's assistance initially on October 25, 2018 to enforce the Agreement regarding Plaintiff's obligations to produce the documents to Defendants. Notwithstanding the Court's intervention by way of telephone conference on October 29, 2018 and subsequent order on October 30, 2018, Plaintiff has not satisfied its obligations, which were due October 28, 2018. During the October 29, 2018 phone conference, Plaintiff's counsel represented that he needed two weeks to scan paper documents into electronic files, notwithstanding the fact that the terms of the settlement agreement were known to both parties since August 2018. Defendants, in good faith, patiently waited for the responses. However, rather than producing any responsive documents, Plaintiff dumped thousands of miscellaneous and irrelevant files to Defendants to annoy, harass, and needlessly increase costs to Defendants. Plaintiff's counsel's representation in this regard was misleading. The undersigned spent a few hours reviewing the thousands of documents submitted by Plaintiff's counsel only to face the reality that Plaintiff has continued to play games with Defendants. Thereafter, on December 3, 2018, approximately one month after Plaintiff's complete responses were due, Defendants were forced to seek Your Honor's assistance again, which resulted in the Court's December 4, 2018 order.

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For the reasons set forth above, Defendants request enforcement of the Agreement, sanctions, and attorney's fees against Plaintiff due its conduct. Plaintiff must be held responsible for its intentional delays and circumvention of the Agreement. Thank you for Your Honor's assistance in this matter.

Respectfully submitted,

CAPEHART & SCATCHARD, P.A.

*/s/ Sanmathi Dev*

Sanmathi Dev

SD

cc: Louis Niedelman, Esq. (Via ECF)  
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